

City and County of San Francisco
Office of Contract Administration
Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification No. 1

Ductile Iron Gate Valves

Groeniger & Company
Attn: Scott Silverthorn
P.O. Box 3629
Hayward, CA 94540

Date September 10, 2009
Buyer's Name: Raymond Low
Term Contract 76050
Type: Indefinite quantity
Not to exceed amount: \$2,000,000.00

The history of this contract and its modifications is as follows:

Modification	Date	Start date	End date	Amount	Notes
Original contract	09/27/06	10/1/06	9/30/09	\$2,000,000.00	
1	09/10/09	10/1/09	9/30/10		12 Months Extension

This modification 1 changes the contract as follows:

It extends the contract from October 1, 2009 through September 30, 2010.

The following conditions have been added to Contract 76050. (See Attachment A)

89. Food Service Waste Reduction Requirements

90. Protection of Private Information

All other prices, terms, and conditions remain the same.

Approved by the City:

Naomi Kelly, Director of OCA and Purchaser

Date

Approved by Contractor:

Signature

Date

Name and title

Scott Silverthorn
DISTRICT SALES

Please sign and return one original. The second original is for your records.

Acknowledge receipt and acceptance of this Contract Modification. Return to Purchaser, 1 Dr. Carlton B. Goodlett Place, Room 430, San Francisco, CA, 94102-4685. DUPLICATE COPY IS FOR YOUR FILES.

Add the following conditions to Contract 76050.

89. Food Service Waste Reduction Requirements

Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

90. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.